

**FIFTH AMENDMENT TO
TELECOMMUNICATION AND BUILDING ACCESS LICENSE**

This Amendment is made as of the 21st day of March, 2017.

Between:

KRP PROPERTIES

a division of Wesley Clover International Corporation

(the "**Licensor**")

- and -

BELL CANADA

(the "**Licensee**")

Recitals:

- A. The Licensor and Licensee entered into a Telecommunication and Building Access License dated April 10, 2008, as amended by: 1) Amendment to Telecommunication and Building Access License dated June 1, 2011, 2) Second Amendment to Telecommunication and Building Access License dated March 1, 2012, 3) Third Amendment to Telecommunication and Building Access License dated August 8, 2013, and 4) Fourth Amendment to Telecommunication and Building Access License dated July 18, 2014 (collectively, the "**License**"), for the provision of the Licensee's Services to tenants in Buildings owned by the Licensor as described in Schedule "A" to the License;
- B. Kanata Research Park Corporation and Wesley Clover International Corporation amalgamated on January 1, 2017, continuing as Wesley Clover International Corporation; and
- C. The parties wish to amend the License to add the Buildings municipally known as 11 Hines Road, 40 Hines Road, 50 Hines Road, 80 Hines Road, 84 Hines Road, 300 March Road, 320 March Road, 340 March Road, 495 March Road, 505 March Road, 1125 Innovation Drive, 1135 Innovation Drive, 1145 Innovation Drive, and 7 Cappella Court, all located in the City of Ottawa, and 22 rue de Varennes and 38 rue de Valcourt, both located in the City of Gatineau (the "**Fourth Additional Locations**");

NOW THEREFORE in consideration of the mutual rights and obligations herein expressed, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree to amend the License as follows:

- 1. The Licensor grants the Licensee the non-exclusive right to provide the Licensee Services in the Fourth Additional Locations, commencing January 1,

2017, (the "**Effective Date**") until the expiry of the Term, or earlier termination as provided for in Schedule "E" to the License.

2. Delete Schedule "A" (Description of Lands) and replace same with the attached Schedule "A".
3. Delete Schedule "B" (Description of POP Space) and replace same with the attached Schedule "B".
4. Delete Schedule "F" (POP Space and POP Space Fee) and replace same with the attached Schedule "F".
5. Except as specifically amended by the terms, covenants and agreements of this Agreement, all covenants, conditions and agreements as reserved and contained in the License are hereby ratified and confirmed.
6. The provisions hereto shall be interpreted according to the laws of the Province of Ontario and, as applicable to those Buildings located in the Province of Quebec, the laws of the Province of Quebec.
7. Save and except as modified or set out herein, all capitalized terms and phrases used in this Agreement shall have the same meaning as set out in the License.
8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, but shall be deemed to be severable.
9. The parties agree to execute such further and other agreements from time to time as may be reasonably necessary in order to give effect to this Agreement.
10. This Agreement shall enure to and be binding upon the parties and their respective successors and assigns.
11. This Agreement may be executed in several counterparts and delivered by facsimile or pdf copy, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

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The parties hereto have executed this Agreement as of the date first above written.

KRP PROPERTIES

a division of Wesley Clover International Corporation

Per: 

Name:

Title: President, KRP Properties

I am authorized to bind the Licensor

BELL CANADA 

Per: 

Name:

Title: Senior Specialist - Asset Management

I am authorized to bind the Licensee

Schedule "A"
DESCRIPTION OF LANDS

555 Legget Drive, Ottawa (Towers A and B)

535 Legget Drive, Ottawa (Tower C)

515 Legget Drive, Ottawa (Tower D)

362 Terry Fox Drive, Ottawa (Crosskeys I)

360 Terry Fox Drive, Ottawa (Crosskeys II)

350 Terry Fox Drive, Ottawa (Crosskeys III)

340 Terry Fox Drive, Ottawa (Helmsdale)

307 Legget Drive, Ottawa

309 Legget Drive, Ottawa

411 Legget Drive, Ottawa (G. Best Building)

349 Terry Fox Drive, Ottawa (Swansea)

359 Terry Fox Drive, Ottawa (Monmouth)

303 Terry Fox Drive, Ottawa (Stealth)

2500 Solandt Road, Ottawa

390 March Road, 400 March Road, 340 Legget Drive and 350 Legget Drive

11 Hines Road

20 Hines Road (vacant land), 40 Hines Road, 495 March Road

80 Hines Road and 84 Hines Road

505 March Road and 50 Hines Road

300 March Road, 320 March Road and 340 March Road

7 Capella Court

1125 Innovation Drive, 1135 Innovation Drive, 1145 Innovation Drive

22 rue de Varennes, Gatineau, QC

38 rue Valcourt, Gatineau, QC

Schedule "F"**POP SPACE AND POP SPACE FEE**

1. The POP Space at each of the Buildings consists of the square footage as identified in Schedule "B".
2.
 - (a) The Licensee agrees to pay the Licensor, in advance, the annual POP Space Fee which is calculated based on the existing equipment total square feet of the MDU POP Space as identified in **Column A** of the table set out in Schedule "B" in the total amount of 1,410 sq. ft., multiplied by Twenty-Five Dollars (\$25.00) per square foot, per annum, gross, for a total of Thirty-Five Thousand Two Hundred and Fifty Dollars (\$35,250.00) per annum, plus tax. The POP Space Fee shall be payable annually, in advance, commencing on the Effective Date.
 - (b) The Licensee agrees to pay the Licensor, in advance, the annual Fibre Overlay POP Space Fee, which is calculated based on the total square feet of the MDU POP Space as identified in **Column B** of the table set out in Schedule "B" in the amount of 942 sq. ft., multiplied by Twenty-Five Dollars (\$25.00) per square foot, per annum, gross, for a total of Twenty-Three Thousand Five Hundred and Fifty Dollars (\$23,550.00) per annum, plus tax. The annual Fibre Overlay POP Space Fee shall be payable annually, in advance, commencing on the Effective Date.
 - (c) The parties agree that the POP Space Fee and the Fibre Overlay POP Space Fee (collectively, the "**POP Space Fee**") is consistent with the amount which would be charged for alternate use of the POP Space, taking into account the location and amount of such space. The Licensor's HST number is 869522334RT001.
3. In addition to the POP Space Fee, the Licensee agrees to pay Licensor the **hydro** costs totaling Two Thousand Five Hundred Dollars (\$2,500.00) per annum, plus tax, as identified in Column C of the table set out in Schedule "B", commencing on the Effective Date.
4. In the event any of the Licensor's single-tenant buildings become a MDU, or any of the Licensor's MDU buildings revert to a single-tenant building, then the parties agree to adjust the POP Space Fee accordingly.